

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

First Appeal No.64 of 1983

with

First Appeal Nos. 65 to 77 of 1983.

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For Approval and Signature:

Hon'ble MR.JUSTICE H.R.SHELAT

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1. Whether Reporters of Local Papers may be allowed
to see the judgment? -No.

2. To be referred to the Reporter or not? -No.

3. Whether their Lordships wish to see the fair copy
of judgment? -No.

4. Whether this case involves a substantial question
of law as to the interpretation of the
Constitution of India, 1950 or any order made
thereunder? -No.

5. Whether it is to be circulated to the Civil
Judge? -No.

DISTRICT DEPUTY COLLECTOR

Versus

JIVANBHAI BHANABHAI PATEL (DECEASED) BY HIS
HEIRS & L.R.

Appearance:

Mr.U.A. Trivedi, Assistant Government Pleader,
for the Appellants.

MR RN DESAI for Respondent/s-Claimant/s.

MR KAMAL MEHTA for Respondent-Atul Products Ltd.

CORAM : MR.JUSTICE H.R.SHELAT

Date of decision: 27th June, 1997.

C.A.V. JUDGMENT

H.R. Shelat, J.

Being aggrieved by the Judgment and Award dated
30th April, 1982, partly allowing the References made
under Section 18 of the Land Acquisition Act, the

original referer has preferred these appeals.

2. The facts leading the appellant to prefer these appeals may in brief be stated. At Atul, within the local limits of District Valsad, there is a Company, running in the name and style "Atul Products Limited" (hereinafter referred to as "The Company"). By its letter dated 5th September, 1959, the Company requested the then Collector of the Surat District under the provisions of the Land Acquisition Act to acquire certain lands from village Haia and Dived. The Company was in need of 131 acres and 36 gunthas of land for the purpose of setting up new plants and future expansion scheme. Pursuant to the said request, the Collector at Surat studied the scheme and got surveyed the land through the District Inspector of Land Records. The District Inspector, Land Record, at Jalalpore submitted his report on 7th January, 1960. The Collector, after perusing the papers, formed the opinion that acquisition of the land for the expansion scheme of the company was a must. He, therefore, sent the papers to the Government with his opinion and necessary recommendations. The Government was pleased to approve the report made by the Collector, and a Notification under Section 4 of the Land Acquisition Act was then published in the Government Gazette on 30th June, 1960. Thereafter, notices were also issued and published, displaying the same on the village Chavdies. The interested persons were also served with the notices. Thereafter, another Notification under Section 6 of the Land Acquisition Act was published on 31st August, 1962. The notices under Section 9 were also served upon the interested persons thereafter through Talatis. Some of the land owners, who were affected, filed a writ petition before this Court, with a prayer to restrain the Government from taking further steps in the matter. This Court dismissed the writ petition. Then, 19 persons filed civil suits in the Court of the Civil Judge at Surat for the identical relief. The suits were dismissed on 31st August, 1966. Those who were aggrieved by the decree passed, preferred the appeals before the District Court at Valsad, which also came to be dismissed on 22nd February, 1967. Hence, Second Appeals were preferred before this Court, and those appeals were also dismissed with costs on 12th November, 1971. Against the order of this Court, the claimants, i.e. respondents, preferred Special Leave Petition before the Honourable Supreme Court, but the same came to be dismissed. Thereafter, through the intervention of the Collector at Valsad, the Company agreed to confine the acquisition to 39 acres and 19 gunthas of land, which was at that time required for

immediate use. The Government also proposed the company that it should give equal area of cultivable land in exchange to those whose lands were acquired. The Company agreed to give in exchange the cultivable lands. Thereafter, the Special Land Acquisition Officer fixed the hearing of the matters. The claimants-respondents appeared before him and agreed to take the lands in exchange over and above the amount of compensation that was to be fixed by the Land Acquisition Officer. The Land Acquisition Officer then passed his Award on 14th November, 1975. He awarded the compensation at the rate of Rs.61/- per guntha for the Jarayat land, and Rs.91/- per guntha for the Kyari land, considering the sale instances brought to his notice. The value of the land in exchange was also fixed at the rate of Rs.61/- per guntha as the lands given in exchange were Jarayat lands. The Company, as per the Award, made the payments to the respective claimants. In all 44 persons were affected by the acquisition of the lands, but only 14 persons (respondents) were not satisfied with the compensation and exchange of lands. They, therefore, requested the Special Land Acquisition Officer to refer the matter to the District Court under Section 18 of the Land Acquisition Act. Accordingly, 14 references were made to the District Court at Valsad. The respondent-claimants prayed for compensation at the rate of Rs.300/- per guntha for the Kyari land, and Rs.250/- per guntha for the Jarayat land. They also urged that the lands given in exchange might be valued at the rate of Rs.41/- per guntha. The References were assigned to the then learned Assistant Judge at Navsari. He heard all the References together and dis..

He awarded compensation at the rate of Rs.300/- per guntha for the Kyari land, and Rs.240/- per guntha for the Jarayat land. The value of the land given in exchange was fixed at Rs.110/- per guntha. Being aggrieved by such order of compensation and awards thereof, the referer, i.e. the Deputy Collector and Special Land Acquisition Officer at Valsad, has preferred these Appeals. Better it would be to mention certain facts in tabular form.

3. The Survey Numbers, area of the land acquired, category of the land may be tabulised as under :-

F.A.	L.R.C.	S.Nos.	Area	Category	Land given in
No.	No.	A.	G	Kyari	Exchange

S.No. Area

64/83 5/78 189/1 0-10 " - -

213/3 0-15 "

232/4 0-11 "

233/4 0-09 "

0.45

65/83 6/78 261/1 3.06 Jarayat 326 0-54-67

263/3 1.28 " 327 0-93-82

4.34 365 0-40-47

66/83 7/78 215/2 0-04 Jarayat

216/2 0-01 Kyari

223/3 0-04 Kyari

233/1 0-05 Kyari

233/3 0-09 Kyari

0-23 = (4+19)

67/83 8/78 262/1+2 1.07 Jarayat 372 0-56-06

i.e.57

68/83 9/78 214/8 0-06 Kyari - -

216/4 0-11 Kyari

0-17

223/3 0-10 Jarayat

0-27

69/83 10/78 259/3 1-0 Jarayat 373 0-53-62

262/2 0-14 Jarayat

0-54

70/87 11/78 188/2 0-28 Jarayat 349 0-41-48

188/2 0-10 Jarayat

211/2 0-03 Kyari

0-41

71/83 12/78 228/1 0-02 Kyari 364 0-34-40

243/2 0-34 Kyari

0-36

72/83 13/78 190/2 0-39 Kyari

217/4 0-07 "
326/4 0-04 "
241/2 0-08 "
241/4 0-07 "

0.65

188/1 0-10 Jarayat
212/4 0-11 Jarayat

0-21

73/83 14/78 213/1 0-14 Kyari 357 51 Gunthas

217/3 0-02 "
218/2 0-03 "
236/5 0-04 "
241/1 0-07 "
241/3 0-06 "

0-36

190/4 0-15 Jarayat

0-51

74/83 15/78 180/2 0-11 Kyari 369 0-57-67

230/2 0-22 Kyari
232/1 0-18 Kyari
239/3-4 0-06 Kyari

0-57

i.e.....T.....R..

75/83 16/78 212/3 0-16 Kyari 370 0-43-50

217/1 0-01 Kyari
218/3 1-11 Kyari
235/2 0-07 Kyari
236/1 0-06 Kyari
239/2 0-04 Kyari

1-45

i.e. 2-05

76/83 17/78 188/3 0-09 Kyari 369 0-92-07

232/3 0-09 Kyari
236/3 0-04 Kyari
190/3 1-00 Kyari

1-22

190/3 0-02 Jarayat

0-32

0-62

1.21

[illegible]

494.1010/78	3294.00	11556.00	494.10	1733.00	3294.00	05940.00	
94.1010/78	3294.00	11556.00	494.10	1733.00	3294.00	05940.00	4
4.1010/78	3294.00	11556.00	494.10	1733.00	3294.00	05940.00	49
.1010/78	3294.00	11556.00	494.10	1733.00	3294.00	05940.00	494
1010/78	3294.00	11556.00	494.10	1733.00	3294.00	05940.00	494.
010/78	3294.00	11556.00	494.10	1733.00	3294.00	05940.00	494.1
10/78	3294.00	11556.00	494.10	1733.00	3294.00	05940.00	494.10
0/78	inclusive of						

0	09032.00	433.65	1354.80	2501.00	04510.00	823.65	05876.80
12/78	3276.00	10800.00	491.40	1620.00	2196.00	03960.00	1571.40
	08460.00						
13/78	7646.00	27294.00	1146.00	4094.00	5246.00	09460.00	3546.90
	21928.10						
14/78	4191.00	14010.00	0628.65	2102.50	3111.00	05610.00	1708.65
	10501.50						
15/78	5187.00	17100.00	0778.05	2565.00	3477.00	06270.00	2488.05
	13395.00						
16/78	4095.00	13500.00	0614.05	2025.00	2745.00	06975.00	1964.25
	10575.00						
17/78	7594.00	25448.00	1139.10	3817.00	5734.00	10340.00	2999.10
	18925.20						
18/78	21071.00	46706.00	3159.15	7005.90	8601.00	15201.90	15619.15
	38201.90						

The figures of the awarded amounts by the Court mentioned in the last column a so include

the sum of the compensation and damages awarded under Sections 23 and 48(2) of the Land

Acquisition Act. The amounts shown qua L.R.C. Nos. 13 and 18 of 1978 are sh
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ere 11 trees in the land of the claimant of

L.R.C No.13 of 1978 and 45 trees in the land of the claimant in L.R.C. No.18
f 1978.

5. As all the appeals arise out of a common judgment, wherein common questions of law and fact are raised, with a view to avoid consumption of undue long time and conflicting judgments, I preferred to hear all these appeals together and dispose the same of by a common judgment. Accordingly, by this common judgment, all the appeals shall stand disposed of.

6. For determination of fair compensation, the cardinal principle the Court has to bear in mind is what the willing seller would expect and what the willing purchaser would like to pay having regard to the condition, situation, area, size, facilities, future development, possibility of multi-purpose use, convenience, suitability qua the purpose, net return of the investment, any legal impediment or restrictions and potential value, etc. Hence, to assess the adequate compensation, market value of the land on the date or proximate to the date of the Notification under Section 4 has to be ascertained. For the purpose, comparable sale instances of the surrounding lands would be considered. If that best method is not possible to be resorted to, the next method in the alternative will be of capitalization on the basis of average net income and reasonable return on the investment; and lastly to rely upon the experts' opinion. In the case on hand, the claimants pray for compensation on the basis of sale instances.

7. Assailing the judgment and Awards of the lower court, it has been contended on behalf of the appellant as well as the Company that the learned Judge below mainly relied upon the sale deeds produced at Exhibits 40, 50 and 51; and ignored the sale deeds produced at Exhibits 30 and 31 for no good cause. The sale deeds relied upon by the learned Judge are between the parties who are closely related. After the joint measurements took place on the spot by the District Inspector of land Records, the claimants shrewdly got the sale deeds, relied upon by the learned Judge, executed showing inflated price so as to have more amount by way of compensation. In fact, at the time when the Notification under Section 4 was published, the market value of the lands was not more than what has been fixed by the Special Land Acquisition Officer. Even in 1972, the value of the N.A. land in Atul area was not more than Rs.140/- per guntha. The value, therefore, could never be Rs.300/- per guntha at the time when the Notification for acquisition of the land under Section 4 was issued. The sale deeds relied upon by the learned Judge and produced by the claimants were sham and bogus and were got executed with a view to inflate market value and have alarmingly exorbitant and soaring compensation. The learned Judge, therefore, ought to have discarded those sale instances, and relying upon the sale deeds at Ex. 30 and 31 ought to have rejected the References. Mainly in these cases, therefore, the question about the value to be attached to the sale instances

produced on record is raised. It would, therefore, be better to first state about the law thereof so as to correctly appreciate the rival contentions.

8. With a view to curb human proclivity to get egregious compensation resorting to nadir or camouflageous devices, the Supreme Court has in several cases, becoming the torch-bearer, laid down guiding principles of evaluation of evidence. Those pronouncements may be referred to. In the case of State of U.P. and another v. Rajendra Singh, AIR 1996 SC 1564 what is made clear is that whenever sale transactions of the land in the area are to be considered, for the purpose of determining the market value, the endeavour of the Court must be to see whether those sales are real, bona fide; and considerations shown therein are true. The Court has to carefully evaluate the evidence of the sale transactions produced while determining the market value of the acquired land. In another case of Ratan Kumar Tandon and others v. State of U.P., (1997) 2 SCC 161, the Supreme Court, while reiterating the same principle, has laid down that burden to prove the market value is on the claimant. Wherever sale instances are to be considered, either the vendor or vendee of the sale deed should be examined in proof of the circumstances in which the sale deed came to be executed and the consideration passed thereunder and in respect of the value. If neither the vendor nor the vendee is examined, the sale deed cannot be relied upon as a proof of valuation prevailing in the area. Once a similar question arose before the Supreme Court in the case of Land Acquisition Officer, Eluru v. Smt. Jasti Rohini & Anr., JT 1995(2) S.C. 339, wherein it is laid down that for determining the market value of the land, bona fide sales and not manipulated sales of the land in neighbourhood possessed of same or similar quality and having the same or similar advantages would give an unerring assurance to the Court to determine just and proper compensation. The Court should not be influenced by the future or later development in the locality or neighbourhood. The Court has to critically examine and determine the compensation. It is emphasized that the sale instances, if found bona fide, can be relied upon; otherwise not. When a question to what extent reliance can be placed on the sale instance arose for consideration in the case of Kummari Veeraiah and others v. State of A.P., (1995) 4 SCC 136, it is laid down that if the document is found to be genuine, and acquired land possesses same or similar advantageous features, the price can be fixed by giving suitable deduction, depending upon the extent of land covered by the sale transaction and the acquired land. In that case, sale instance of small pieces of land and large area acquired was under consideration, but the decision certainly makes it clear that the Court, taking pains, has to try to find out whether the sale instance on record are genuine, or a tricky creation to inflate the value of the acquired land. Reiterating such view, it is again laid down in the cases of P. Venkataraju

v. Special Tehsildar (Land Acquisition), (1996) 8 SCC 614, K.V.K. Gundarao v. Revenue Divisional Officer, (LAO), Narasaraopet, (1996) 3 SCC 129, and State of W.B. v. Lohit Kumar Roy, (1996) 10 SCC 620 that while determining the market value on the basis of the comparable sale instances, the documents brought on record are found to have been executed with a view to inflate market value after publication of the first Notification or before publication of the second Notification or around the period of the Notification, the duty of the Court is to scrutinise the same with meticulous care, and to ignore the same if correctness thereof can justifiably be doubted.

9. What can be deduced from such case laws is that the Court has not to accept the sale instances produced on record blindly, but with meticulous care and finicky details it has to consider the same, and if those sale instances are found to be genuine, indicating the real market value, what the willing purchaser would like to pay and willing seller would like to accept the same can be relied upon. If it is found that the sale instances are tricky and camouflaged so as to misguide the authority and have undue and maximum possible compensation, such sale instances are to be kept out of consideration. To put in different words, it can be said, because of the rival contentions as to which of the several instances on record should be accepted as the base for determination of the market value of the land under acquisition, that the sale instance of the very land or part thereof found genuine, or in the absence of such sale instance, that sale instances of the lands in the area having comparable value reflecting the real market value and neither inflated nor concessional, which a willing vendee would like to pay and willing vendor would like to accept, must be accepted to be the cynosure for determining fair compensation.

10. In the case on hand, on behalf of the appellant and the Company, two sale deeds are produced, one at Exhibit 30 dated 19th June, 1957 and another at Exhibit 31 dated 31st January, 1958. The sale deed Exhibit 30 relates to Jarayat land and it shows that the Jarayat land shown in the sale deed was sold at Rs.59.28 per guntha, while the another sale deed relates to Kyari land, and that reflects the market value being Rs.68/per guntha in 1958. The learned Judge has relied upon three sale instances, Exhibits 40, 50 and 51, brought on record by the claimants-respondents. The sale deed Exhibit 40 is dated 24th December, 1959, whereby Kyari land was sold at the rate of Rs.300/- per guntha. Another sale instance dated 28th December, 1959 (Exhibit 50) shows that Jarayat land was sold at the rate of Rs.214.28 Ps. per guntha. Likewise another Jarayat land was sold vide sale deed Exhibit 51 dated 30th December, 1959. The learned Judge has relied upon the sale deeds Exhibits 40, 50 and 51 and accordingly preferred to fix the market value so as to award fair and reasonable compensation. These three sale deeds

are assailed by the appellant and the Company, submitting that these three sale deeds are camouflaged and were executed with a view to have exorbitant compensation. The contention cannot lightly be brushed aside. Chhotubhai Babarbai Patel, one of the claimants in Land Reference Case No.12 of 1978, sold the land to Jivabhai Banabhai, vide Sale Deed Exhibit 40. Fakirbhai Ramabhai sold the land to Gandabhai Ramabhai and Narshibhai Ramabhai - his brothers vide sale deed Exhibit 50. Narshibhai Ramabhai, vide sale deed Exhibit 51, sold his land to Fakirbhai Ramabhai, his brother. Thus, it appears that the parties to the sale deeds are closely related and family members. In 1959, the market value of the land was not the same shown in the sale deeds Exhibits 40, 50 and 51, which can be gathered taking sale deeds Exhibits 30 and 31 into consideration; and the oral evidence led vide Exhibits 38, 48, 52 and 75 nowhere shows that the market value of the lands in 1959 was the same mentioned in the deeds Exhibits 40, 50 and 51. However, inflated value has been shown in the three sale deeds relied upon by the learned Judge. It should be remembered that closely related persons have sold to their nearer and dearer. When that is so, they would like to sell at a lesser or concessional price than the market value and not at a higher price. Chandravadan Rangildas Methivala (Exhibit 84) was at that time serving as a Credental Surveyor. After the Company in 1959, writing a letter, requested the District Collector to acquire the land, required for the expansion-programme, Chandravadan Methivala was directed to go to the spot and make the Survey and report. He had then gone to the spot and surveyed the land. For the purpose of surveying the land, about 15 days were consumed, and, according to his evidence, village people came to know about the intended acquisition. He has also made it clear that during the survey, the agents of the Company, Talati, Kotwal and owners of the lands were remaining present. It can, therefore, be said that the claimants knew that their lands were going to be acquired within a short time and, therefore, it would not be unjust or improper to hold that they executed the sale deeds showing inflated consideration so as to have more compensation. What further transpires from all the three sale deeds relied upon by the learned Judge is that in 1953 or in 1957, the Agreement to sell was entered into and sale consideration was, in full, paid up by the purchaser to the seller. Not only that, but the purchasers were also put into possession of the lands sold, but registered sale deeds were not executed. It could be done only in 1959 after the lands were surveyed for the purpose of acquisition. This circumstance also suggests that the sale deeds on record produced by the claimants are not the real and genuine sale deeds. Further, the lands sold were also under acquisition and the same were the fragments, as submitted before me. No permission to sell the land under the Bombay Prevention of Fragmentation and Consolidation of Holdings Act is produced, and even the Agreement to Sell is also not produced. In view of the circumstances, the sale deeds relied upon by the learned Judge

cannot be considered to be the real sale deeds showing true and genuine consideration. It is also pertinent to note that Fakirbhai Ramabhai, Narshibhai Ramabhai, Gandabhai Ramabhai are, or any of them is, not examined so as to show that the sale deeds are genuine with true consideration. In view of the circumstances, the learned Judge ought to have kept those camouflageous sale deeds, not worthy of credence, out of consideration, but when he has placed the reliance, it must be held that, erroneously the reliance is placed and undue boost is given to the camouflageous and tricky transaction, which is required to be frowned upon in view of the above referred case laws.

11. When all the three sale deeds are kept out of consideration, the sale deeds Exhibits 30 and 31 on record are required to be considered. The same are between the parties not in any way interested in the acquisition and have more compensation. Of course, they relate to the year 1957 and 1958. No sale deed of the year 1960 prior to the publication of the Notification under Section 4 is brought on record, and, therefore, Exhibits 30 and 31 being the only evidence proximate to the period of Notification under Section 4 issued in June, 1960 will have to be considered. In view of those two sale deeds, the market value determined by the learned Judge is certainly at the unduly higher level, which cannot be allowed to be sustained, but, at the same time, whatever value has been determined by the learned Special Land Acquisition Officer on the basis of the sale deeds Exhibits 30 and 31 also cannot be maintained because the upward trend of the prices in lands in every area cannot be overlooked. Up till now, everywhere the market value of the land is increasing right from 1950, but the rate of increase is different in different areas as the governing factors are also different. The lands in the area, viz. Valsad District, are most fertiled land. People use the lands for growing crops or convert the lands into orchard and they grow fruit bearing trees and earn a lot, and therefore, the prices of the lands are increasing and as submitted before me, every year per guntha, the increase is about 15 to 20%. To take a liberal view, the same can be taken at 20% qua Jarayat lands. Vide sale deed Exhibit 30, in 1957, the Jarayat land was sold at the rate of Rs.59.28, by rounding off Rs.60/-. If at the rate of 20% the prices are increasing, in 1960, the rate of Jarayat land can well be fixed at Rs.105/- per guntha. Vide Exhibit 31, in 1958, the Kyari land was sold at the rate of Rs.68/- per guntha. By rounding off, the same can be assumed to be Rs.70/- per guntha. The Kyari land, having more potential value, the rate of increase in the value, as submitted, was round about 25 to 30%. If accordingly, the value is determined considering the sale deed of 1958, the value of the Kyari land in the year 1960 would come to Rs.118/- per guntha, and the same can, taking a liberal view, be fixed at Rs.120/- per guntha. The learned Judge ought to have,

therefore, held accordingly, but fell into error in accepting the sale deeds produced by the claimant and misdirected himself in evaluating the evidence. In these cases, therefore, the compensation will have to be awarded at the rate of Rs.105/- per guntha for the Jarayat land, and Rs.120/- per guntha for the Kyari land.

12. As per Section 23(2), the claimants are entitled to solatium at the rate of 30%, and not 15% awarded by the learned Judge. Section 23(2) also applies in relation to the Award passed by the Collector or the Court; or by the High Court in appeal against the Award if the appeal is disposed of after 30th day of April, 1982; consequently, the contention that Section 23(2) would not apply to the case on hand must fail. The learned Judge has awarded compensation under Section 48 of the Land Acquisition Act, but here is not the case where Government has withdrawn from acquisition of any land, the possession of which is not taken. When the case on hand is not that of withdrawal from acquisition, the compensation awarded by the learned Judge under Section 48 of the Act is required to be quashed and set aside.

13. In view of Section 23(1-A), the learned Advocate, representing the claimant, submitted that the claimants were entitled to the amount at the rate of 12% per annum in addition to the market value of the land, commencing from the date of the publication of the Notification under Section 4 of the Land Acquisition Act, but the contention cannot be accepted. Section 23(1-A) came to be inserted by the Amending Act 68 of 1984; and Section 30, the transitional provision of the Amending Act lays down that the amended Section 23(1-A) will apply to every proceeding for the acquisition of any land pending on 30th day of April, 1982, the day on which the Land Acquisition (Amendment) Bill 1982 was introduced before the House of the People and in which no Award has been made by the Collector or the Special Land Acquisition Officer before that date. It is pertinent to note that in view of this provision, Section 23(1-A) is applicable only to the cases pending on 30th day of April, 1982 and no Award has been made by the Collector till then. In the case on hand, the Collector had already passed the Award on 14th November, 1975 and, therefore, the Section under which benefit is sought to be claimed is not available to the claimants.

14. Except in Land References Nos. 5, 7, 9 and 13, the Company has given the land of nearly equal area to the claimant from nearby area and, therefore, the value of the land given in exchange will have to be deducted from the total amounts of compensation the claimants are under this judgment entitled to. The learned Judge has fixed the value of such land at Rs.110/- per guntha. Mohanbhai Bhikhabhai (Ex.52) has made it clear that the lands given in exchange is the Jarayat land and

not Kyari land; and the said fact is not disputed. Whatever the value is fixed for the Jarayat land for the purpose of fixing reasonable amount of compensation should ordinarily be the value of the land given in exchange; it could, in no circumstances, be less or more because the lands given in exchange were the compact lands situated within the same area and having the same governing factors which the lands acquired under acquisition were having, was the submission on behalf of the Company. It is to be noted that the land given in exchange were acquired by the Company in or around 1949 and was not cultivated till given to claimants in exchange. The lands therefore given in exchange remained as fallow lands for over 25 years. Naturally therefore one will have to spend for making the same fertiled and cultivable. Hence, the value of the land given in exchange cannot be fixed at par with the market value of the acquired land. On query, the learned Advocates submitted that such expenditure might be ranging from 15 to 20 per cent of the market value of the Jarayat lands. A liberal view has to be taken when the claimants are against their will losing the lands and in turn getting the fallow land. It will hence be just and proper if the market value of the lands given in exchange is fixed at 20% less than the market value of the Jarayat lands fixed hereinabove. Accordingly, the value of the lands in exchange can be fixed at Rs.85/- per guntha. At such rate, the value of the lands given in exchange will have to be adjusted while fixing the amount of compensation.

15. In L.R.C. No.13 of 1978, the value of trees is assessed at Rs.3,300/-, and in L.R.C. No.18/78, the value of the trees is assessed at Rs.11,200/-. Neither the appellant nor the Company had any grievance against such assessment. On perusal of evidence on record, I see no reason to alter or modify or change the assessment made in this regard.

16. In view of the above facts and discussion, the claimants are in all entitled to the amounts indicat_____

interest at the rate of 9% per annum for the first year from the date when possession of the lands was taken from them, and for the rest of the period, at the rate of 15% per annum on the amounts till payment is made, i.e. upto 31.7.1983 in the Court. but not on the solatium amounts. If the claimants have received the sum in excess, they shall have to refund the excess amounts to the appellant within the period of four months.

LRC	Amounts awarded	Awardable	Less Value of
Total to			
No.	by	Compensation	the land given

[illegible]

Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
1	2	3	4	5	6	7	8
5/78	1964.25		10575.00		05400.00	1620.00	07020.00
6/78	1775.00		26403.40		20370.00	6111.00	26481.00
7/78	0865.95		05009.40		02700.00	0810.00	03510.00
8/78	0521.55		07757.00		04935.00	1480.50	06415.50
9/78	0883.55		05356.00		03090.00	0927.00	04017.00
10/78	0494.10		07349.40		05670.00	1701.00	07371.00
11/78	0823.65		05876.80		04350.00	1305.00	05655.00
12/78	1571.40		08486.00		04320.00	1296.00	05616.00
1.40	08486.00		04320.00		1296.00	05616.00	029241571.40
86.00	04320.00		1296.00		05616.00	029241571.40	08486.00
320.00	1296.00		05616.00		029241571.40	08486.00	04320.00
6.00	05616.00		029241571.40		08486.00	04320.00	1296.00
.00	029241571.40		08486.00		04320.00	1296.00	05616.00
71.40	08486.00		04320.00		1296.00	05616.00	029241571.40
486.00	04320.00		1296.00		05616.00	029241571.40	08486.00
4320.00	1296.00		05616.00		029241571.40	08486.00	04320.00
96.00	05616.00		029241571.40		08486.00	04320.00	1296.00
6.00	029241571.40		08486.00		04320.00	1296.00	05616.00
571.40	08486.00		04320.00		1296.00	05616.00	029241571.40
8486.00	04320.00		1296.00		05616.00	029241571.40	08486.00
04320.00							

13305.00	3991.50	17296.50	-	-	17296.50	
14/78	1708.65	10501.50	05895.00	1768.50	07663.50	04335.0
	03328.50					
15/78	2488.05	13395.00	06840.00	2052.00	08892.00	04901.9
	03990.05					
16/78	1964.25	10575.00	10200.00	3060.00	13260.00	03697.5
	09562.50					
17/78	2999.10	18925.20	10800.00	3240.00	14040.00	07825.9
	06214.05					
18/78	15619.15	38201.90	25045.00	7513.50	32558.50	11985.0
	20573.50					

17. For the foregoing reasons, all the fourteen appeals are required to be partly allowed and the Awards passed by the lower courts are required to be modified. The appeals are, therefore, partly allowed and the Awards passed by the lower court are modified. The appellant and the Company shall pay the amounts mentioned in Column No.8 of the table in paragraph 16 above, less the amounts if paid, instead of the amounts awarded by the lower court and Collector, together with interest at the rate of 9% per annum for the first year from the day when possession of the lands was taken; and at the rate of 15% per annum from the next day of the expiry of the first year till the payment has been made, i.e. upto 31.7.1983, on the sum other than solatium. If the payment is already made in full as per lower court's order, the respondent/s-claimant/s shall refund the sum received in excess within the period of four months from today. Awards be drawn accordingly. No costs in the circumstances of the case.
